

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA, FOR THE USE OF	*	CIVIL ACTION
LA. CARRIERS, LLC	*	
	*	
VERSUS	*	NO.
	*	
PONTCHARTRAIN PARTNERS, LLC	*	SECTION “ ”
	*	
* * * * *		

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes plaintiff the United States of America, for the use of LA. Carriers, LLC (“LA Carriers”), and for their Complaint against Pontchartrain Partners, LLC (“Pontchartrain Partners”), allege and aver as follows:

I.

This Court has jurisdiction pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332, 28 U.S.C. § 1352, and 40 U.S.C. § 3133, *et seq.* (the “Miller Act”).

II.

Venue is proper in this Court because the contracts sued upon were performable in this district.

III.

United States of America is the nominal plaintiff in this action, which is brought for the use of the other plaintiff, LA Carriers, against government contractor Pontchartrain Partners and its payment bonding companies, according to 40 U.S.C. § 3133(b)(3).

IV.

At all material times, plaintiff LA Carriers was and now is a Louisiana limited liability company, with its principal places of business in LaRose, Louisiana, engaged in the business of

marine logistics.

V.

Upon information and belief, at all material times defendant Pontchartrain Partners was and now is a Louisiana limited liability company with its principal place of business in New Orleans.

VI.

Pontchartrain Partners entered into two government contracts with the Army Corps of Engineers related to a project in or around Galveston, Texas with solicitation numbers W912HY19C0009 and W912HY19C0023 (the “Galveston Project”). As a condition of the contract award, Pontchartrain Partners was required to obtain payment bonds for the protection of the United States and all persons supplying labor and material for the work provided for in the contract.

VII.

Pontchartrain Partners is the principal on two relevant payment bonds: (1) Western Surety Company Bond No. 30055583 for Contract No. W912HY19C0009 in the amount of \$3,228,800.00 and dated August 16, 2019; and (2) Continental Casualty Company Bond No. 30083297 for Contract No. W912HY19C0023 in the amount of \$3,087,870.00 and dated September 28, 2019. True and correct copies of these bonds are attached hereto *in globo* as Exhibit A.

VIII.

From roughly October 2019 through July of 2020, LA Carriers supplied towing vessels and related labor and material for work described in the government contract for the Galveston Project. In particular, LA Carriers provided to Pontchartrain Partners the services of the towing

vessels M/V SOUTHERN BELLE and M/V MON TA. The vessels and related goods and services were provided to Pontchartrain Partners on open account on the dates and at the rates shown on LA Carriers' invoices, which are attached hereto *in globo* as Exhibit B.

IX.

As of the filing of this complaint, Pontchartrain Partners owes LA Carriers in the total invoiced amount of ONE HUNDRED THIRTY THOUSAND, FIVE HUNDRED SIXTY-NINE AND 12/100 DOLLARS (\$130,569.12) for the aforesaid goods and services, together with interest on the outstanding amounts.

X.

LA Carriers has made demand upon Pontchartrain Partners stating the correct amount owed, attaching a copy of the invoices reflecting same, and making demand for full payment. Despite amicable demand, Pontchartrain Partners has failed and refused to pay LA Carriers the past due amounts.

XI.

More than ninety days has expired since the last services were furnished and supplied by LA Carriers to Pontchartrain Partners for the prosecution of the work related to the Galveston Project.

XII.

As sureties for Pontchartrain Partners, Western Surety Company and Continental Casualty Company are truly and legally indebted unto LA Carriers in the amount ONE HUNDRED THIRTY THOUSAND, FIVE HUNDRED SIXTY-NINE AND 12/100 DOLLARS (\$130,569.12) pursuant to the terms of the bonds and as evidenced by the invoices attached hereto.

WHEREFORE, LA Carriers prays that process may issue against Pontchartrain Partners, citing it to appear and answer the matters aforesaid, and that after due proceedings LA Carriers may have judgment in its favor and against Pontchartrain Partners and the payment bonds, in the amount of ONE HUNDRED THIRTY THOUSAND, FIVE HUNDRED SIXTY-NINE AND 12/100 DOLLARS (\$130,569.12), together with pre-judgment interest, post-judgment interest, costs, and attorneys' fees and any further relief as may be proper for this Court to grant.

Respectfully submitted,

BY: LA. CARRIERS, LLC

/s/ Todd G. Crawford

Todd G. Crawford (TX Bar #05041050)

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